

BEFORE THE FEDERAL ELECTION COMMISSION

AUG 30 2 17 PM '96

In the Matter Of)

) MUR 4428

Republican National Committee)

**RESPONSE OF THE REPUBLICAN NATIONAL COMMITTEE
TO THE COMPLAINT FILED BY THE DEMOCRATIC NATIONAL
COMMITTEE**

This is in response to the Complaint identified as MUR 4428 filed by the Democratic National Committee ("DNC") against the Republican National Committee ("RNC"), the San Diego Convention and Visitors Bureau ("CONVIS") and The Amway Corporation ("Amway") for knowingly and willfully violating various provisions of the Federal Election Campaign Act of 1971, as amended (2 U.S.C. § 431 et seq.) and the Presidential Election Campaign Fund Act, specifically section 9008, relating to presidential nominating convention financing (26 U.S.C. § 9008), as well as the pertinent Federal Election Commission ("FEC") Regulations.

This response to the Complaint is being filed within fifteen (15) days of the RNC's receipt of notice of the Complaint, as required by 2 U.S.C. § 437(g)(a)(1). It is important to note that this Complaint was filed by the DNC on August 2, 1996. The letter from the FEC notifying the RNC of such Complaint was dated August 9, 1996, and was postmarked August 12, 1996. The RNC, in fact, did not receive notice of the Complaint until August 15, 1996.

The DNC Complaint is based upon erroneous facts. As a result, none of the DNC alleged violations of federal law under the jurisdiction of the FEC or of FEC Regulations occurred. No action should, therefore, be taken against any party named in MUR 4428.

CONVIS/RNC Alleged Activity

Allegation

The Complaint alleges that CONVIS paid for the air time of the Republican National Convention broadcasts on the Family Channel which resulted in a prohibited corporate contribution to the RNC.

Response

For the record, the RNC would strenuously refute and vigorously challenge the DNC charges and conclusions of law if, in fact, CONVIS had actually paid for convention broadcast airtime. CONVIS did not, however, pay for the convention broadcasts on the Family Channel, nor for broadcasts on any other media outlet. Furthermore, CONVIS did not pay for any production or promotion costs relating to such convention broadcasts. Consequently, CONVIS did not make, nor did the RNC receive *any* contributions, including prohibited corporate contributions in relation to the airing of such convention broadcasts.

CONVIS/ Amway/ RNC Alleged Activity

Allegation

The DNC also alleges that Amway made an earmarked contribution to CONVIS which, according to the complaint, would be prohibited even if CONVIS was allowed to pay for such convention broadcasts.

Response

Although the RNC refutes the DNC's facts and further disputes the DNC's interpretation of the FEC's convention regulations and some of the underlying principals behind those regulations, the DNC's representations and allegations are moot in MUR 4428. To reiterate, CONVIS did not pay for the airing of Republican National Convention broadcasts and, therefore, did not use any Amway funds in connection with the airing of convention broadcasts. The Amway donation was, in fact, returned by CONVIS to Amway.

Conclusion

Since CONVIS did not pay for any of the airtime, and since no Amway funds were used in connection with the airing of the convention broadcasts, no excessive or prohibited corporate contribution was made under 2 U.S.C. § 441a or 2 U.S.C. § 441b, nor did the RNC receive excessive or prohibited contributions under 2 U.S.C. § 441a(f), nor was there any violation of 26 U.S.C. § 9008 or of the relevant FEC regulations.

CONVIS had planned to pay for airtime to broadcast Republican convention proceedings in order to have the ability to promote the City of San Diego as a convention and tourist destination. This is the primary function of CONVIS and it accomplishes that goal by advertising through broadcast media and otherwise. That planned paid promotional effort during the Republican convention did not in fact occur. It is unfortunate that the DNC complaint resulted in the chilling of the fundamental First Amendment rights of CONVIS

and its supporters to promote the City Of San Diego during the broadcasts of the 1996 Republican National Convention. *To repeat, CONVIS did not pay for any Republican convention broadcast time.*

Petition For Relief

For all the foregoing reasons, RNC respectfully requests that the FEC dismiss the DNC Complaint, find no reason to believe that the RNC, CONVIS and Amway violated the Federal Election Campaign Act of 1971, as amended, or the Presidential Election Campaign Fund Act as to the allegations made by the DNC in MUR 4428, and close the file as it pertains to MUR 4428.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. J. Josefiak', written over a horizontal line.

Thomas J. Josefiak

Counsel for the Republican National Committee

August 30, 1996

STATEMENT OF DESIGNATION OF COUNSEL

MUR 4428

NAME OF COUNSEL: Thomas J. Josefiak

ORGANIZATION: Republican National Committee

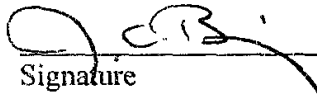
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The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

8/29/96
Date


Signature

Jay C. Banning
Assistant Treasurer

RESPONDENT'S NAME: Republican National Committee
William J. McManus, Treasurer

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OFFICE OF GENERAL
COUNSEL

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